

ARTICLE XV

INSURANCE

- 15.1 Licensee shall, at its sole cost and expense, procure, maintain, pay for and keep in force insurance, including endorsements insuring the indemnification provisions of this Agreement issued by an insurance carrier authorized to conduct business in Licensee's operating region and having an A.M. Best rating of not less than A-VII, to protect BA and other authorized user of transport structures from and against all claims, demands, causes of actions, judgments, costs, including attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered in this Agreement including Article XIV preceding.
- 15.2 The amounts of such insurance shall be as follows:
- a) Comprehensive General Liability coverage on an occurrence basis in an amount of \$2 million combined single limit for bodily injury and property damage, with a policy aggregate of \$4 million. Said agreement shall include the contractual, independent contractors products/completion operations, broad form property and personal injury endorsements.
 - b) All Risk Property coverage on a full replacement cost basis insuring all of the Licensee's real and personal property situated on or within BA's location(s). The Licensee may also elect to purchase Transmission and Distribution insurance and/or contingent business interruption insurance.
 - c) Statutory Worker's Compensation coverage
Contractual Liability coverage
Automobile Liability coverage
Employer's Liability coverage in the amount of \$2 million dollars
- 15.3 Licensee shall name BA as an additional insured and shall provide certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement and that it will not cancel or change any such policy of insurance issued to Licensee except after 60 days written notice to BA.
- 15.4 All insurance required in accordance with this Section 15 must be effective before BA will authorize attachment to a Pole, or occupancy of Conduit or Rights of Way, and shall remain in force until such Licensee's Facilities have been removed from all such Poles, Conduits or Rights of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, BA may pay any premium thereon falling due, and the Licensee shall forthwith reimburse BA for any such premium paid.

- 15.5 All policies purchased by Licensee shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BA.
- 15.6 Notwithstanding the foregoing, if Licensee's net worth exceeds \$100,000,000, Licensee may elect to self-insure in lieu of obtaining any of the insurance required by this Section. If Licensee self insures, Licensee shall furnish to BA, and keep current, evidence of such net worth. If Licensee self insures, Licensee shall release, indemnify, defend, and hold BA harmless against all losses, costs (including reasonable attorney's fees), damages, and liabilities resulting from claims that would otherwise have been covered by the foregoing insurance requirements (including without limitation claims alleging negligence or breach of contract).

ARTICLE XVI

AUTHORIZATION NOT EXCLUSIVE

Nothing contained in this Agreement shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Subject to the rights granted Licensee under the provisions of this Agreement, BA shall have the right to grant, renew and extend rights and privileges in a nondiscriminatory manner to others not parties to this Agreement, by contract or otherwise, to use any Pole, Duct, Conduit or Right of Way covered by this Agreement.

ARTICLE XVII

ASSIGNMENT OF RIGHTS

Licensee shall not assign or transfer any license or any authorization granted under this Agreement, and such licenses and authorizations shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of BA. BA shall not unreasonably withhold such consent. In the event such consent or consents are granted by BA, then the provisions of this Agreement shall apply to and bind the successors and assigns of Licensee. Notwithstanding the foregoing, Licensee may assign this Agreement without BA's consent to an entity controlling, controlled by, or under common control with Licensee, or to an entity acquiring all or substantially all of Licensee's assets, upon prior written notice to BA provided that the assignee is capable of assuming all obligations of Licensee hereunder, and further provided that nothing herein shall relieve Licensee of any of its obligations hereunder without BA's prior written consent.

ARTICLE XVIII

FAILURE TO ENFORCE

Failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

ARTICLE XIX

TERMINATION OF AGREEMENT

- 19.1 Subject to provisions of Article XVII hereof, should Licensee cease to use its Facilities in or through the area covered by this Agreement on other than a demonstrably temporary basis not to exceed 6 months, then all of Licensee's rights, privileges and authorizations under this Agreement, including all licenses issued hereunder, shall automatically terminate as of the date following the final day that such Facilities are used.
- 19.2 Subject to Section 19.3, below, BA shall have the right to terminate this entire Agreement or any license issued hereunder whenever Licensee is in default of any term of this Agreement, including, but not limited to, the following conditions:
- a) If Licensee's Facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking; or
 - b) If Licensee attaches to any Poles or occupies any Conduits or Rights of Way without having first been issued a license therefor; or
 - c) If any authorization which may be required of Licensee by any governmental or private authority for the construction, operation, and maintenance of Licensee's Facilities is denied or revoked; or
 - d) If the insurance carrier shall at any time notify BA or Licensee that Licensee's policy or policies of insurance required under this Agreement will be canceled or changed, or if BA reasonably determines that the requirements of this Agreement with regard to Licensee's policy or policies of insurance will no longer be satisfied, this Agreement shall terminate upon the effective date of such cancellation or change.
- 19.3 BA will promptly notify Licensee in writing of any condition(s) applicable to Section 19.2, above. Licensee shall take immediate corrective action to eliminate any such conditions(s) and shall confirm in writing to BA within 30 days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If Licensee fails to discontinue or correct such condition(s) or fails to give the required confirmation, BA may immediately terminate this Agreement.
- 19.4 In addition to any other obligation that Licensee may have under this Agreement to remove its Facilities from BA's Poles, Conduits or Rights of Way (including, but not limited to, under Section 9.11, above), in the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, Licensee shall remove its Facilities from BA's Poles, Conduits and Rights of Way within 6 months from the date of termination; provided, however, that Licensee's obligations under this Agreement with

regard to such facilities shall continue following termination of this Agreement, including, but not limited to, Licensee's obligation to pay all fees and charges accruing pursuant to terms of this Agreement for Licensee Facilities attached to Poles or occupying Conduits or Rights of Way.

- 19.5 If Licensee does not remove its Facilities from BA's Poles, Conduits and Rights of Way within the applicable time periods specified in this Agreement, BA shall have the right to remove them at the expense of Licensee and without any liability on the part of BA to Licensee therefor.
- 19.6 In the event any of the arrangements, fees and charges provided for under this Agreement are offered under a tariff filed by BA and in effect with a regulatory commission, this Agreement with respect to those arrangements, fees and charges shall be suspended and shall be superseded by said tariff. Said suspension shall become effective on the day when said tariff becomes effective, and shall remain in effect for the time that the tariff remains in effect.

ARTICLE XX

TERM OF AGREEMENT

- 20.1 This Agreement shall continue in effect until terminated by either party in accordance with the provisions of this Agreement, or by Licensee upon six months prior written notice thereof.
- 20.2 Termination of this Agreement or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.
- 20.3 This Agreement shall be deemed to have been executed in the state of Virginia and the parties hereto agree that the terms and performance hereof shall be governed by and construed in accordance with the laws of the state of Virginia unless otherwise provided by Federal law.

ARTICLE XXI

NOTICES

All written notices required under this Agreement shall be given by posting the same in first class mail to Licensee as follows:

(Name)
(Title)
(Company)
(etc.)

and to BA as follows:

Bell Atlantic Virginia
Glenn C. Easter
Specialists – Contracts and Agreements
Second Floor
3011 Hungary Spring Road
Richmond, Virginia 23228

or to such address as the parties hereto may from time to time specify in writing.

SEMI ANNUAL BILLING

LICENSEE:

COMPANY NAME:
BILLING ADDRESS:

BILLING CONTACT NAME:
BILLING CONTACT TELEPHONE #:

LICENSEOR:

BELL ATLANTIC - VIRGINIA
SPECIAL PROJECTS BILLING
1100 ORANGE AVE., 1ST FLOOR
CRANFORD, N. J.
[908] 789-8110

ARTICLE XXII

CONFLICTS

This Agreement, including all exhibits and appendices hereto, shall be subject to the Communications Act of 1934, as amended, and any related rules and regulations, and in the event of any conflicting provisions of this Agreement and such laws, rules or regulations, such laws, rules and regulations shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the _____ day of _____ in duplicate.

WITNESS (ATTEST)

BELL ATLANTIC VIRGINIA

By: _____
(Donald T. Cameron)

Title: Manager – Contracts and Agreements

Date: _____

WITNESS (ATTEST)

Name of Licensee

By: _____

Title: _____

Date: _____

AMENDMENT NO. 1

COPY

to the

INTERCONNECTION AGREEMENT

between

BELL ATLANTIC – VIRGINIA, INC.

and

CAVALIER TELEPHONE, L.L.C.

This Amendment No. 1 (this "Amendment") is made this 5th day of June 2000 (the "Effective Date") by and between Bell Atlantic – Virginia, Inc., a Virginia corporation ("BA"), and Cavalier Telephone, L.L.C., a Virginia corporation ("Cavalier"). (BA and Cavalier may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, BA and Cavalier are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated January 13, 1999 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, BA is prepared to provide network elements and collocation in accordance with, but only to the extent required by, all effective and unstayed laws, government regulations and orders applicable to such elements and collocation (such laws, regulations and orders, "Applicable Law");

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

(a) Sub-Loop.

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(e) of this Amendment and upon request, BA shall provide Cavalier with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(a)(1) and the rates set forth in Exhibit A attached hereto. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in BA's network between a BA feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide Cavalier with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

(2) Cavalier may request that BA reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide Cavalier with access to a drop and NID that, at the time of Cavalier's request, BA is using to provide service to a Customer (as such term is hereinafter defined). The term "Customer" means a third-party residence or business end-user subscriber to telephone exchange services provided by either of the Parties, *provided, however*, that the term "Customer" does not include a Party.

(3) Cavalier may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if Cavalier is collocated at a remote terminal and the FDI for such Sub-Loop is located in such terminal, from the collocation arrangement of Cavalier at such terminal. To obtain access to a Sub-Loop, Cavalier shall install a COPIC on an easement or Right of Way obtained by Cavalier within 100 feet of the BA FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable BA easements, BA shall furnish and place an interconnecting cable between a BA FDI and a Cavalier COPIC and BA shall install a termination block within such COPIC. BA shall retain title to and maintain the interconnecting cable. BA shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. Cavalier shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a BA easement.

(4) Cavalier may request from BA by submitting a loop make-up engineering query to BA, and BA shall provide to Cavalier, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

(5) To order access to a Sub-Loop, Cavalier must first request that BA connect the BA FDI to which the Sub-Loop is connected to a Cavalier COPIC. To make such a request, Cavalier must submit to BA an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which Cavalier wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting

cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of Cavalier's demand for access to Sub-Loops at the requested FDI. Cavalier must submit the application fee set forth in Exhibit A attached hereto (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. Cavalier must submit Sub-Loop Interconnection Applications to:

USLA Project Manager
Bell Atlantic
Room 509
125 High Street
Boston, MA 02110
E-Mail: Collocation.applications@BellAtlantic.com

(6) Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, BA shall provide to Cavalier a work order that describes the work that BA must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").

(7) Cavalier shall pay to BA fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of Cavalier's receipt of such statement and the associated Sub-Loop Work Order, and BA shall not be obligated to perform any of the work set forth in such order until BA has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if Cavalier breaches its payment obligation under this Section 1(a)(7). Upon BA's completion of the work that BA must perform to provide Cavalier with access to a Sub-Loop, BA shall bill Cavalier, and Cavalier shall pay to BA, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.

(8) After BA has completed the installation of the interconnecting cable to a Cavalier COPIC and Cavalier has paid the full cost of such installation, Cavalier can request the cross connection of BA Sub-Loops to the Cavalier COPIC. At the same time, Cavalier shall advise BA of the services that Cavalier plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. Cavalier shall run any crosswires within the COPIC.

(9) If Cavalier requests that BA reactivate an unused drop and NID, then Cavalier shall provide dial tone (or its DSL equivalent) on the Cavalier side of the applicable BA FDI at least twenty four (24) hours before the due date. On the due date, a BA technician will run the appropriate cross connection to connect the BA Sub-Loop to the Cavalier dial tone or equivalent from the COPIC. If Cavalier requests that BA install a new drop and NID, then Cavalier shall provide dial tone (or its DSL equivalent) on the Cavalier side of the applicable BA FDI at least twenty four (24) hours before the due date. On the due date, a BA technician shall run the appropriate cross connection of the facilities being reused at the BA FDI and shall install a new drop and NID. If Cavalier requests that BA provide Cavalier with access to a Sub-Loop

that, at the time of Cavalier's request, BA is using to provide service to a Customer, then, after Cavalier has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a BA technician shall crosswire the dial tone from the BA central office through the BA side of the COPIC and back out again to the BA FDI and BA Sub-Loop using the "loop through" approach. On the due date, Cavalier shall disconnect BA's dial tone, crosswire its dial tone to the Sub-Loop and submit the Cavalier's long-term number portability request.

(10) BA shall not provide access to a Sub-Loop if BA is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the BA-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

(11) BA shall provide Cavalier with access to a Sub-Loop in accordance with negotiated intervals.

(12) BA shall repair and maintain a Sub-Loop at the request of Cavalier and subject to the time and material rates set forth in Exhibit A. Cavalier accepts responsibility for initial trouble isolation for Sub-Loops and providing BA with appropriate dispatch information based on its test results. If (a) Cavalier reports to BA a Customer trouble, (b) Cavalier requests a dispatch, (c) BA dispatches a technician, and (d) such trouble was not caused by BA Sub-Loop facilities or equipment in whole or in part, then Cavalier shall pay BA the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Cavalier is not available at the appointed time. If as the result of Cavalier instructions, BA is erroneously requested to dispatch to a site on BA company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Cavalier by BA. If as the result of Cavalier instructions, BA is erroneously requested to dispatch to a site outside of BA company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Cavalier by BA.

(b) Dark Fiber.

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(e) of this Amendment and upon request, BA shall provide to Cavalier access to Dark Fiber Loops (as such term is hereinafter defined) and to Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(b) and the rates set forth in Exhibit A. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a BA fiber optic cable sheath between a BA end office and the premises of a Customer but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two BA central offices or (b) a BA central office and a Cavalier central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if

splicing is required to provide fiber continuity between two locations. When Cavalier submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when BA installed such fiber or the ones in effect at the time of such order. Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide Cavalier with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

(2) Cavalier may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point of such Dark Fiber Loop or Dark Fiber IOF, and Cavalier may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. Cavalier may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways:

(i) Upon Cavalier's request, Bell Atlantic will connect a Dark Fiber Loop to a Cavalier collocation arrangement in the BA end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. BA shall connect a Dark Fiber Loop to the POT bay of a Cavalier collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by BA, and BA shall connect a Dark Fiber Loop to the demarcation point by installing a jumper.

(ii) Upon Cavalier's request, BA will connect a Dark Fiber IOF between two BA central offices to Cavalier collocation arrangements in those offices and will connect a Dark Fiber IOF between a BA central office and a Cavalier central office to a Cavalier collocation arrangement in the BA central office and to the fiber distribution frame in the Cavalier central office. BA shall connect a Dark Fiber IOF to the POT bay of a Cavalier collocation arrangement and to the fiber distribution frame in a Cavalier central office by installing appropriate cross connections.

BA shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.

(3) BA shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities exist, and BA shall not be obligated to construct new or additional facilities or create splice points to provide Cavalier with access to Dark Fiber Loops or Dark Fiber IOF. BA shall not reserve Dark Fiber Loops or Dark Fiber IOF for Cavalier, and BA shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. BA may reserve Dark Fiber Loops and Dark Fiber IOF for maintenance purposes, to satisfy Customer orders for fiber related services or for future growth. BA reserves, and BA's execution and delivery of this Amendment shall not waive, BA's right to claim before the Virginia State Corporation Commission that BA should not have to fulfill a Cavalier order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber

capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or impair a BA obligation to serve as a carrier of last resort.

(4) Prior to ordering access to a Dark Fiber Loop or Dark Fiber IOF between two locations, Cavalier shall make a request to BA that BA review its existing cable records to determine whether spare Dark Fiber Loop facilities or Dark Fiber IOF facilities (as the case may be) are available between those locations (such a request, a "Dark Fiber Inquiry Request"). If spare facilities are available, BA shall notify Cavalier and provide Cavalier with an estimate of the mileage of those facilities. Cavalier cannot order access to spare facilities until BA has notified Cavalier that the facilities are available, and BA does not guarantee or warrant that the facilities will be available when Cavalier submits an order to BA for access to the facilities. When it submits an order to BA for access to spare facilities that BA has previously notified Cavalier are available, Cavalier assumes all risk that those facilities will no longer be available.

(5) Upon request, and subject to time and material charges to be quoted by BA, BA shall provide to Cavalier the following information:

(i) A fiber layout map that shows the streets within a wire center where there are existing BA fiber cable sheaths. BA shall provide such maps to Cavalier subject to the agreement of Cavalier, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. Cavalier acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. BA shall provide fiber layout maps to Cavalier subject to a negotiated interval.

(ii) A field survey that shows the availability of dark fiber pairs between two BA central offices, a BA central office and a Cavalier central office or a BA end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by BA for emergency restoration activity and tests the transmission characteristics of BA dark fiber pairs. If a field survey shows that a dark fiber pair is available and Cavalier submits an order for access to such pair, BA does not guarantee or warrant that the pair will be available when BA receives such order, and Cavalier assumes all risk that the pair will not be available. BA shall perform a field survey subject to a negotiated interval. If a Cavalier submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, Cavalier assumes all risk that the pair will not be compatible with Cavalier's equipment, including, but not limited to, order cancellation charges.

(6) Cavalier shall be solely responsible for: (a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate the requirements of Cavalier; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting Cavalier's collocation arrangements with any proper cross connects or other equipment that Cavalier needs

to access a Dark Fiber Loop or a Dark Fiber IOF before it submits an order for such access.

(7) Cavalier acknowledges that BA may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and maintain such sheath after Cavalier has obtained access to such dark fiber, and Cavalier assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. BA shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF. BA cannot guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.

(8) BA shall provide Cavalier with access to a Dark Fiber Loop or a Dark Fiber IOF in accordance with the following intervals:

Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if BA receives ten (10) such requests for one LATA

Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF

(9) BA shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After Cavalier has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, BA may, at Cavalier's request and subject to rates set forth in Exhibit A, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:

(i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.

(ii) Clean connectors to remove non-imbedded contaminants.

Notwithstanding the foregoing, BA shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of Cavalier for such dark fiber.

(10) BA shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of Cavalier and subject to the time and material rates set forth in Exhibit A but BA shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by Cavalier over such dark fiber, any equipment of Cavalier or anything other than the physical integrity of such dark fiber. Cavalier shall cooperate with any BA effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. Cavalier acknowledges that maintenance and repair of a Dark Fiber Loop or a Dark Fiber IOF or fiber optic strands located in the same cable sheath by BA may affect the transmission characteristics of such dark fiber. Cavalier accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing BA with appropriate dispatch information based on its test results. If (a) Cavalier reports to BA a Customer trouble, (b) Cavalier requests a dispatch, (c) BA dispatches a technician, and (d) such trouble was not caused by BA dark fiber facilities or equipment in whole

or in part, then Cavalier shall pay BA the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Cavalier is not available at the appointed time. If as the result of Cavalier instructions, BA is erroneously requested to dispatch to a site on BA company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Cavalier by BA. If as the result of Cavalier instructions, BA is erroneously requested to dispatch to a site outside of BA company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Cavalier by BA.

(11) The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile.

(d) Collocation in Remote Terminals. Notwithstanding anything set forth in the Interconnection Agreement, BA shall allow Cavalier to collocate equipment in a BA remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable BA tariffs, as amended from time to time, and BA shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Amendment or the Interconnection Agreement, BA shall allow Cavalier to collocate equipment in a BA remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.

(e) Limitations. Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment:

(1) Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by BA that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element BA is required by Applicable Law to provide to Cavalier on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit BA's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Virginia State Corporation Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect BA's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) To the extent that BA is required by a change in Applicable Law to provide a network element on an unbundled basis to Cavalier, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of BA (a "BA UNE Tariff").

In the absence of a BA UNE Tariff, to the extent that BA is required by Applicable Law to provide a network element to Cavalier, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Amendment and the Interconnection Agreement, as amended by this Amendment. In the absence of a BA UNE Tariff and if there is a conflict between the terms and provisions of this Amendment or the Interconnection Agreement and Applicable Law governing the provision of a network element, prior to BA's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(3) BA shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(4) BA shall not provide Cavalier, and Cavalier shall not request from BA, access to a proprietary advanced intelligent network service.

(f) Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment and subject to the conditions set forth in Section 1(e) of this Amendment:

(1) BA shall provide access to Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables, collectively, the "Rates" and, individually, a "Rate"). Cavalier acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that BA is developing the Rates and BA has not finished developing the Rates as of the Effective Date. When BA finishes developing a Rate, BA shall notify Cavalier in writing of such Rate in accordance with, and subject to, the notices provision of the Interconnection Agreement and thereafter shall bill Cavalier, and Cavalier shall pay to BA, for services provided under this Amendment on the Effective Date and thereafter in accordance with such Rate, subject to Section 1(f)(2) of this Amendment. Any notice provided by BA to Cavalier pursuant to this Section 1(f)(1) shall be deemed to be a part of Exhibit A immediately after BA sends such notice to Cavalier and thereafter.

(2) The Parties shall cooperate to true up amounts billed by BA to Cavalier and paid by Cavalier to BA based on an interim Rate for a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable if the Virginia State Corporation Commission alters, amends or modifies such Rate and then, as altered, amended or modified,

approves or makes effective such Rate as a permanent and final Rate in a final order and such order is not appealed or otherwise challenged.

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

CAVALIER TELEPHONE, L.L.C.

BELL ATLANTIC-VIRGINIA, INC.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice-President - Interconnection Services
Policy & Planning

Exhibit A

To be completed in accordance with Section 1(f)(1) of this Amendment.

2 WAY TRUNKING AMENDMENT

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

VERIZON VIRGINIA INC.

and

CAVALIER TELEPHONE, L.L.C.

This Amendment No. 2 (this "Amendment") is made this 24th day of October 2000 (the "Effective Date") by and between Verizon Virginia Inc. a Virginia corporation ("VERIZON"), and Cavalier Telephone, L.L.C., a Virginia corporation ("Cavalier"). (VERIZON and Cavalier may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, VERIZON and Cavalier are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated January 13, 1999 (the "Interconnection Agreement"); and

WHEREAS, VERIZON and Cavalier wish to exchange certain traffic over two-way trunks groups;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

a) Two-Way Traffic Exchange Trunks. Notwithstanding anything set forth in the Interconnection Agreement, the Parties shall configure separate One-Way Traffic Exchange Trunks for the delivery of traffic from Cavalier to VERIZON, and for the delivery of traffic from VERIZON to Cavalier, respectively; provided, however, that in lieu thereof, upon receipt of Cavalier's written request, VERIZON shall provide Two-Way Traffic Exchange Trunks for the exchange of traffic between the networks of VERIZON and Cavalier pursuant, and subject, to the terms and conditions set forth below:

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(1) Prior to requesting any Two-Way Traffic Exchange Trunks from VERIZON, Cavalier shall meet with VERIZON to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office and Tandem Traffic Exchange Trunks and the interface specifications at the Point of Interconnection ("POI"). At the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for requests to convert existing End Office and Tandem One-Way Traffic Exchange Trunks to End Office and Tandem Two-Way Traffic Exchange Trunks.

(2) Two-Way Traffic Exchange Trunks shall be from a VERIZON End Office or Tandem to a mutually agreed upon POI. Where the Cavalier is collocated in a Verizon Wire Center, the IP shall be at the Verizon Wire Center.

(3) On a semi-annual basis, Cavalier shall submit a good faith forecast to VERIZON of the number of End Office and Tandem Two-Way Traffic Exchange Trunks that Cavalier anticipates that the Parties will require from VERIZON during the ensuing two (2) year period. Cavalier's trunk forecasts shall conform to the VERIZON CLEC trunk forecasting guidelines as in effect at that time.

(4) The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Traffic Exchange Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Traffic Exchange Trunks.

(5) Two-Way Traffic Exchange Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.

(6) With respect to End Office Two-Way Traffic Exchange Trunks, both Parties shall use an economic CCS equal to five (5).

(7) Two-Way Traffic Exchange Trunk groups that connect to a VERIZON access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour; Two-Way Traffic Exchange Trunk groups that connect to a VERIZON local Tandem shall be engineered using a design blocking objective of Neal Wilkenson B.01 during the average time consistent busy hour. VERIZON and Cavalier shall engineer Two-Way Local Interconnection Trunks using national standards.

(8) Cavalier shall determine and order the number of Two-Way Traffic Exchange Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Traffic Exchange Trunk group. Cavalier shall order Two-Way Traffic Exchange Trunks by submitting ASRs to VERIZON setting forth the number of Two-Way Traffic Exchange Trunks to be installed and the requested installation dates within VERIZON's effective standard intervals or negotiated intervals, as appropriate. Cavalier shall complete ASRs in

2 WAY TRUNKING AMENDMENT

accordance with Ordering and Billing Forum Guidelines as in effect from time to time. VERIZON may monitor Two-Way Traffic Exchange Groups using service results for the applicable design blocking objective. If VERIZON observes blocking in excess of the applicable design objective on any final Two-Way Traffic Exchange Trunk group and Cavalier has not notified VERIZON that it has corrected such blocking, VERIZON may submit to Cavalier a Trunk Group Service Request directing Cavalier to remedy the blocking. Upon receipt of a Trunk Group Service Request, Cavalier will complete an ASR to augment the Two-Way Traffic Exchange Group with excessive block and submit the ASR to VERIZON within five (5) business days.

(9) In the event the traffic volume between a VERIZON End Office and the Cavalier POI, which is carried by a Final Tandem Traffic Exchange Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time or 200,000 combined minutes of use for a single month, Cavalier shall promptly submit an ASR to VERIZON to establish new End Office Two-Way Traffic Exchange Trunks between that VERIZON End Office and the Cavalier POI.

(10) Upon request, Cavalier will submit a written report to VERIZON each month setting forth trunk utilization information and percentages. Cavalier will calculate utilization percentages by using a traffic data analyzation system specified by VERIZON and a time consistent busy hour.

(11) The Parties will review all Tandem Two-Way Traffic Exchange Trunk groups that reach a utilization level of seventy (70%) percent or greater to determine whether those groups should be augmented. Cavalier will promptly augment all Tandem Two-Way Traffic Exchange Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Traffic Exchange Trunk group with a utilization level of less than sixty percent (60%), Cavalier will promptly submit ASRs to disconnect a sufficient number of Traffic Exchange Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Traffic Exchange Trunks should not be disconnected. In the event Cavalier fails to submit an ASR for Two-Way Traffic Exchange Trunks in conformance with this section, VERIZON may bill Cavalier for the excess Traffic Exchange Trunks at the applicable rates set forth in Exhibit A.

(12) The performance standard on final Two-Way Traffic Exchange Trunks shall be that no such Traffic Exchange Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

(13) Because VERIZON will not be in control of the timing and sizing of the Two-Way Traffic Exchange Trunks between its network and Cavalier's network, VERIZON's performance on these Two-Way Traffic Exchange Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

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(14) Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Traffic Exchange Trunk group and install One-Way Traffic Exchange Trunks to the other Party's POI.

(15) Both Parties shall use either a DS-1 or DS-3 interface at the POI for Two-Way Traffic Exchange Trunks. Upon mutual agreement, the Parties may use other types of interfaces, such as STS-1 or OC-n, at the POI, when and where available. When Two-Way Traffic Exchange Trunks are provisioned using a DS-3 interface facility, Cavalier shall order the multiplexed DS-3 facilities to the VERIZON Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location, unless otherwise agreed to in writing by VERIZON. The specific NECA 4 Intermediate Hub location to be used for Two-Way Traffic Exchange Trunks shall be in the appropriate Tandem subtending area based on the LERG. In the event the appropriate DS 3 Intermediate Hub is not used in the ordering process, then Cavalier shall pay 100% of the facility charges

(16) Notwithstanding any other provision of the Interconnection Agreement or this Amendment, Two-Way Traffic Exchange Trunks shall only carry Local Traffic, IntraLATA Toll Traffic and Internet Traffic.

(17) If Cavalier materially breaches a material term of this Section 1(a), and has not remedied such breach within thirty (30) days of written notice thereof, VERIZON may cease provisioning Two-Way Traffic Exchange Trunks under this Amendment.

(18) Any Tandem Two-Way Traffic Exchange Trunk group between the Cavalier's POI and a VERIZON Tandem will be limited to a maximum of 240 trunks unless otherwise agreed to by the Parties. In the event that any Tandem Two-Way Traffic Exchange Trunk group exceeds the 240 trunk level at any time, Cavalier shall promptly submit an ASR to VERIZON to establish new or additional End Office Trunk groups to insure that such Tandem Two-Way Traffic Exchange Trunk group does not exceed the 240 trunk level.

(19) Cavalier will route its traffic to VERIZON over the End Office and Tandem Two-Way Traffic Exchange Trunks in accordance with SR-TAP192, including but not limited to those industry standards requiring that a call from Cavalier to a VERIZON End Office will first be routed to the End Office Traffic Exchange Trunk group between Cavalier and the VERIZON End Office.

(20) When the Parties implement Two-Way Traffic Exchange Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, where the numerator is the total number of minutes of traffic carried from Cavalier to VERIZON on all Two-Way Traffic Exchange Trunks and the denominator is the total number of minutes of traffic carried over such Two-Way Traffic Exchange Trunks. Cavalier will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Local Interconnection Trunks ride equal to Cavalier's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of the facility that is on Cavalier's side of the

2 WAY TRUNKING AMENDMENT

Cavalier's-IP, which charges shall be solely the financial responsibility of the Cavalier. Non-recurring charges for the facility on which the Two-Way Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the Cavalier-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on Cavalier's side of the Cavalier-IP, Cavalier shall be solely responsible for the non-recurring charges. Notwithstanding the foregoing provisions of this Section 20, if Cavalier fails to provide geographic IPs in accordance with this Agreement, Cavalier will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with Two-Way Local Interconnection Trunk groups until Cavalier establishes such IPs. During the first calendar quarter (and any partial quarter) after Two-Way Traffic Exchange Trunks are initially established, PPU will be fifty percent (50%). In each quarter thereafter, the Parties may recalculate the PPU using actual traffic usage for the preceding three month period. When One-Way Traffic Exchange Trunks are converted to Two-Way Traffic Exchange Trunks, Cavalier will pay fifty percent (50%) of the non-recurring charges.

(21) **Geographic Relevance.** In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP and POI on its network, the other Party may, at any time, request that the first Party establish such additional technically feasible point as an IP and/or POI. Such requests shall be made as a part of the Joint Process established pursuant to subsection 10.1. A "geographically relevant" IP shall mean an IP that is located within the BA local calling area of equivalent BA end user Customers, but no greater than twenty five (25) miles from the BA Rate Center Point of the BA NXX serving the equivalent relevant end user Customers, or, with the mutual agreement of the Parties, an existing and currently utilized IP within the LATA but outside the foregoing BA local calling area and/or twenty five (25) mile radius. "Equivalent" customers shall mean customers served by either Party and which are assigned telephone numbers in the same Rate Center. If after thirty (30) days following said request such geographically relevant handoffs have not been made available by Cavalier, Cavalier shall bill and BA shall pay only the End Office Reciprocal Compensation rate for the relevant NXX less BA's transport rate from BA's originating End Office to Cavalier-IP.

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

2 WAY TRUNKING AMENDMENT

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

2 WAY TRUNKING AMENDMENT

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

CAVALIER TELEPHONE, L.L.C.

VERIZON VIRGINIA INC.

By: Martin W. Clift Jr.

By: _____

Printed: Martin W. Clift Jr.

Printed: Jeffrey A. Masoner

Title: VP Regulatory

Title: Vice-President - Interconnection Services
Policy & Planning